

BEFORE THE BOARD OF COUNTY COMMISSIONERS

LEWIS COUNTY, WASHINGTON

APPROVAL OF AN INTERLOCAL AGREEMENT }  
BETWEEN LEWIS COUNTY AND LEWIS COUNTY } RESOLUTION NO. 13- 242  
CEMETERY DISTRICT #1 (WINLOCK) }

**WHEREAS**, the Board of County Commissioners has reviewed a Master Interlocal Agreement between Lewis County, Washington, and Lewis County Cemetery District #1, Winlock ("District"), a copy of which is attached to this resolution; and

**WHEREAS**, the Master Interlocal Agreement will streamline the administrative process in which reimbursable work is done for the District by Lewis County Public Works; and

**WHEREAS**, this Master Interlocal Agreement will be for a period of 5 years, expiring December 31, 2018 and can be terminated by either party upon written notice; and

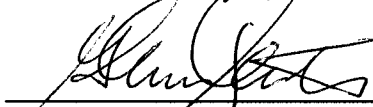
**WHEREAS**, it appears to be in the best public interest to authorize the execution of the Interlocal Agreement for Lewis County;

**NOW THEREFORE, BE IT RESOLVED** that the Master Interlocal Agreement between Lewis County Cemetery District #1 and Lewis County to perform various services by Public Works in the amount of county forces and administrative costs, which will expire on December 31, 2018 is hereby approved and the Board of County Commissioners is authorized to sign the same.

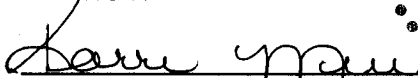
DONE IN OPEN SESSION this 29<sup>th</sup> day of April, 2013.

APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney

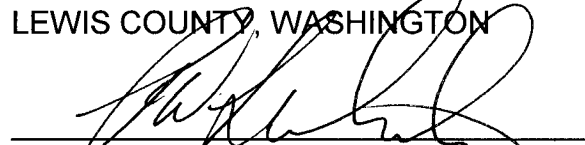
  
By: Civil Deputy

ATTEST:

  
Karri Muir, Clerk of the Board



BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

  
P.W. Schulte, Chairman

  
F. Lee Grose, Vice Chairman

  
Edna J. Fund, Member

## MASTER INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this 29 day of April, 2013, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and LEWIS COUNTY CEMETERY DISTRICT NO. 1, a political subdivision of the State of Washington hereinafter referred to as the "District",

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. In the event the District requests that the County perform work of the manner described below and guarantees reimbursement to the County for all work done, the County will upon completion of a fully executed Reimbursable Work Order, provide all necessary labor and material and all work incidental to providing such work in the Cemetery District 1, Washington, or areas in which the District has legal authority to perform the following work:

- A. Grading and Ditching
- B. Vegetation Control
- C. Drainage Improvements
- D. Culvert replacements/improvements
- E. Engineering Services

2. Each and every work request shall be made on a fully completed and signed Reimbursable Work Order (sample attached), and according to the following steps:

- a) The Chairman of the District requests an estimate for reimbursable work from the County by submitting a reimbursable work order.
- b) A County Senior Engineer or Road Maintenance Area Supervisor will provide estimated cost of the Work.
- c) County Maintenance and Operations Superintendent or Assistant County Engineer verifies the estimate and the availability of resources to perform the work.

- d) The Chairman of the District approves expenditure of District's funds to complete the work as described, based on the detailed scope of work provided by the County.
- e) The County Engineer approves such Reimbursable Work Orders, up to \$20,000 and with an annual aggregate limit of \$30,000. Reimbursable work in excess of these amounts must be performed under a separate Interlocal Agreement, approved by the Board of County Commissioners.
- f) The Chairman of the District will submit the Reimbursable Work order to the Lewis County Fiscal Division for processing upon completion of all work agreed to be performed.

3. The District hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, utilities, and materials used, and an administrative fee of 5% or \$100, whichever is greater. The estimated total dollar amount of all work performed by the County for the District under this agreement shall not exceed \$20,000 per agreement, nor an annual aggregate amount of \$50,000.

4. The District certifies and warrants that it has the legal authority to accomplish the work with its own forces at the location specified in the Reimbursable Work Order, but in fact has insufficient personnel/equipment to accomplish said work.

5. It is understood and agreed that the time for and hours of performance of reimbursable work is at the County's discretion and all reimbursable work as provided for hereto shall be accomplished only, and if, such work does not interrupt or interfere with the County's regularly scheduled road maintenance activities.

6. It is understood that the District has total responsibility for having in its name all necessary property and/or access rights prior to construction and/or maintenance by the County. The District shall be responsible for obtaining any permits necessary for the performance of the reimbursable work.

7. It is understood and agreed between the parties hereto that the District agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities,

claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute. The District has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act.

8. The District certifies and warrants that the Chairman has the authority to enter into a reimbursable work order and to bind the District thereby.

9. The District hereby confers on the County the authority to perform the categories of work listed in paragraph one within the District's jurisdictional limits for the purposes of carrying out this Agreement. Further, the District agrees that when the County provides engineering and administrative services for the District, the County Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the City Engineer or other officer or department charged with road maintenance administration.

10. The County is a contractor of services only and does not purport to represent the District professionally other than in providing the services requested by the District. As an independent contractor, the county shall control personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff. In the event the county uses contract services to perform services for the District, the county shall perform the appropriate supervision and inspection of the contractor's work.

11. This Agreement will expire December 31, 2018, unless otherwise terminated. Either party may terminate this agreement by depositing in the mail a notice of termination addressed to either the Director of the Lewis County Public Works Department or the Lewis County Flood Control District's Chairman, respectively.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

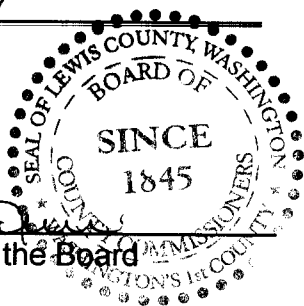
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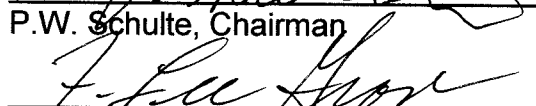
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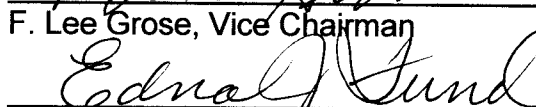
  
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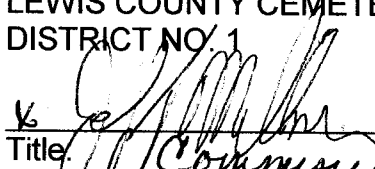
BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

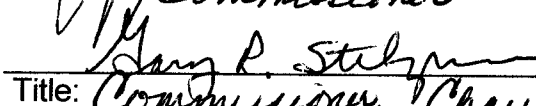
  
P.W. Schulte, Chairman

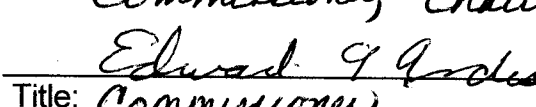
  
F. Lee Grose, Vice Chairman

  
Edna J. Fund, Member

LEWIS COUNTY CEMETERY  
DISTRICT NO. 1

  
Title: Commissioner

  
Title: Commissioner, Chairman

  
Title: Commissioner